

## UNITED STATES BANKRUPTCY COURT

District of Utah

In re Afagh Mohammadreza and Hossein Rezaian,  
DebtorCase No. 12-31819  
Chapter 13**Notice of Mortgage Payment Change**

If you file a claim secured by a security interest in the debtor's principal residence provided for under the debtor's plan pursuant to § 1322(b)(5), you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: M&amp;T BANK

Court claim no. (if known): 21

Last four digits of any number you use to identify the debtor's account: 5 2 3 4

Date of payment change: 4 / 1 / 2015  
Must be at least 21 days after date of this notice

New total payment: \$ 1,759.91  
Principal, interest, and escrow, if any

**Part 1: Escrow Account Payment Adjustment**

Will there be a change in the debtor's escrow account payment?

No

Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why:

Current escrow payment: \$ 705.67

New escrow payment: \$ 179.50

**Part 2: Mortgage Payment Adjustment**

Will the debtor's principal and interest payment change based on an adjustment to the interest rate in the debtor's variable-rate note?

No

Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why:

Current interest rate: 9.25000 %

New interest rate: 9.25000 %

Current principal and interest payment: \$ 1,580.42

New principal and interest payment: \$ 1,580.41

**Part 3: Other Payment Change**

Will there be a change in the debtor's mortgage payment for a reason not listed above?

No

Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change: \_\_\_\_\_

Current mortgage payment: \$ \_\_\_\_\_

New mortgage payment: \$ \_\_\_\_\_

#### Part 4: Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number if different from the notice address listed on the proof of claim to which this Supplement applies.

Check the appropriate box.

I am the creditor.  I am the creditor's authorized agent.  
(Attach copy of power of attorney, if any.)

I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information, and reasonable belief.

 /s/ Arnold L. Graff

Date 03 / 10 / 2015

Signature

Print: Arnold L. Graff  
First Name \_\_\_\_\_ Middle Name \_\_\_\_\_ Last Name \_\_\_\_\_  
Title Attorney

Company: Pite Duncan, LLP

Address: 4375 Jutland Dr. Suite 200; P.O. Box 17933  
Number \_\_\_\_\_ Street \_\_\_\_\_  
City San Diego State CA ZIP Code 92177-0933  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Contact phone (858) 750 - 7600 Email [agraff@piteduncan.com](mailto:agraff@piteduncan.com)



Understanding what's important®

PO BOX 1288  
BUFFALO, NY 14240-1288

March 3, 2015

[REDACTED]  
HOSSEIN REZAIAN  
SHABRAM REZAIAN  
14029 S CANDY PULL DR  
DRAPER UT 84020-7512

RE: Adjustable Rate Loan No. [REDACTED]

Dear Mortgagor(s):

This notice is to inform you of an interest rate change and/or an adjustment to your principal and interest payment in accordance with your Adjustable Rate Note. These changes are effective with your payment due April 1, 2015.

This adjustment is based on the following factors:

Interest rate change date:

March 1, 2015

P & I payment change date:

April 1, 2015

Projected principal balance as of April 1, 2015:

\$75,429.31

	<u>Current Loan Information</u>	<u>New Loan Information</u>
Index rate	3.250%	3.250%
Margin	5.000%	5.000%
Interest Rate	9.250%	9.250%
Effective # of payments	6	6
Principal & Interest	\$1,580.42	\$1,580.41

Your new interest rate was calculated by adding your margin of 5.000% to the new index rate. Limits on interest rate changes and rounding may have affected your new interest rate.

If applicable, you will receive an escrow disclosure statement approximately two weeks prior to April 1, 2015. If you have your payment automatically drafted from your deposit account, the draft amount will change in accordance with the new P & I payment and effective date referenced above. Please contact our Customer Service Department at 1-800-724-2224 if you have any questions regarding this notice.

Sincerely,

Jill M. Gilliland  
Special Products Manager  
Retail Servicing

M&T Bank is attempting to collect a debt and any information obtained will be used for that purpose. If you are in bankruptcy or received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt against you personally, but is notice of a possible enforcement of the lien against the collateral property.



HOSSEIN REZAIAN  
SHABRAM REZAIAN  
14029 S CANDY PULL DR  
DRAPER UT 84020-7512

### Contact Us



Customer Service: 1-800-411-7627



Property Tax: 1-866-406-0949



Property Insurance: 1-888-882-1847



Correspondence Address:  
PO BOX 1288  
BUFFALO, NY 14240-1288



[www.mtb.com/mymortgageinfo](http://www.mtb.com/mymortgageinfo)

### New Payment Information

Principal and/or Interest	1,580.41
Escrow Deposit	179.50
Less: Escrow Surplus	0.00
Optional Insurance	0.00
Other	0.00
Less: Buydown/Assistance Payment	0.00
<b>New Payment Effective 04/01/15</b>	<b>1,759.91</b>

Loan Number: [REDACTED]

Statement Date: 03/09/15

Periodically, your escrow account is reviewed to ensure that sufficient funds will be available to pay escrow items when due. As tax and insurance amounts are subject to change each year, your monthly escrow deposit may also change. Your current monthly payment is \$2,286.09 of which \$1,580.42 is for principal and interest, \$185.91 is deposited into your escrow account, and \$519.76 is for other amounts such as optional insurance, shortage, replacement reserves, etc., that may be included with your regular mortgage payment.

#### Anticipated Annual Disbursements

COUNTY TAX 2,154.05

**Total Disbursements** **2,154.05**

#### Account Projections

Projections for coming year: The following summary shows anticipated activity in your escrow account for the next twelve months, which was used to calculate your payment above.

Payment Due Month	Monthly Escrow Deposit	Scheduled Disbursement	Description	Projection Based On Starting Balance	Projection Based On Current Balance
Apr 15	179.50			1,724.17	1,077.05
May 15	179.50			1,903.67	1,256.55
Jun 15	179.50			2,083.17	1,436.05
Jul 15	179.50			2,262.67	1,615.55
Aug 15	179.50			2,442.17	1,795.05
Sep 15	179.50			2,621.67	1,974.55
Oct 15	179.50			2,801.17	2,154.05
				2,980.67	2,333.55
<b>Nov 15</b>	<b>179.50</b>	<b>2,154.05</b>	<b>COUNTY TAX</b>	<b>1,006.12</b>	<b>359.00</b>
Dec 15	179.50			1,185.62	538.50
Jan 16	179.50			1,365.12	718.00
Feb 16	179.50			1,544.62	897.50
Mar 16	179.50			1,724.12	1,077.00

#### Projected Escrow Balance Summary

The cushion allowed by federal law (RESPA) is two times your monthly escrow payment (excluding MIP/PMI), unless state law specifies a lower amount.

The following breakdown reflects how your regular escrow payment amount is calculated:

Total scheduled disbursements: \$2,154.05  
divided by 12 monthly payments: \$179.50

**Total escrow surplus of \$647.12 will be refunded to you**

Total escrow payment: \$179.50

Based on these calculations for the coming year, your new payment effective with your 04/01/15 payment will be \$1,759.91.

#### Escrow Requirements, New Mortgage Payment and Anticipated Annual Disbursements

Your lowest monthly balance for the next 12 months should reach \$359.00, which equals a reserve of two months' escrow deposit. In order to reach this low point, your required escrow balance after your 03/15 payment should be \$1,077.05, whereas your actual escrow balance is \$1,724.17. The difference, \$647.12, represents an escrow surplus. This amount will be refunded to you under separate cover within the next few weeks, ONLY if your payments are up-to-date as of the date of this analysis. If your payments are not up-to-date at the time of analysis, you are entitled to have the available surplus refunded to you when your account is current. At that time, please send your written request to M&T Bank, ATTN: Escrow Department P.O. Box 1288, Buffalo, NY 14240-1288.

INTERNET REPRINT



The escrow coverage will be refunded to you under separate cover within the next few weeks, ONLY if your payments are up-to-date as of the date of this analysis. If your payments are not up-to-date at the time of analysis, you are entitled to have the available surplus refunded to you when your account is current. At that time, please send your written request to M&T Bank, Attn: Escrow Department, P.O. Box 1288, Buffalo, NY 14240-1288.

**ACCOUNT HISTORY**

<u>Previous Escrow Account Projection</u>				<u>Actual Escrow Account History**</u>			
	Deposits	Disbursements	Description		Deposits	Disbursements	Description
			STARTING BALANCE				STARTING BALANCE
APR 14	185.91			1,115.50			
				1,301.41		*	
MAY 14	185.91			1,487.32	705.66	*	
JUN 14	185.91			1,673.23	705.67	*	
JUL 14	185.91			1,859.14	705.67	*	
AUG 14	185.91			2,045.05		*	
SEP 14	185.91			2,230.96		*	
OCT 14	185.91			2,416.87		*	
NOV 14	185.91	2,230.96	COUNTY TAX	371.82	2,117.01	*	2,154.05
DEC 14	185.91			557.73		*	
JAN 15	185.91			743.64	1,411.34	*	
FEB 15	185.91			929.55	705.67	*	
MAR 15	185.91			1,115.46	2,822.68	*	

The total amount of escrow deposits received during this period was \$9,173.70 and the total escrow disbursements were \$2,154.05. An asterisk (\*) indicates a difference from a previous estimate either in the date or the amount of the deposit/disbursement.

\*\* This section may also reflect anticipated escrow activity that has not yet occurred prior to the effective date of this analysis.

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this statement is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, M&T Bank retains rights under its security instrument, including the right to foreclose its lien.

Please remember, as your taxes increase on an annual basis, the escrow portion of your payment will also increase. If you have any questions about this Escrow Analysis, please call our Customer Service Department toll free at 1-800-411-7627.

1 CERTIFICATE OF SERVICE

2 I, Amanda S. Koczwara, declare that:

3 I am employed in the County of San Diego, California. My business address is 4375 Jutland  
4 Drive, Suite 200; P.O. Box 17933, San Diego, CA 92177-0933. I am over the age of 18 years and  
5 not a party to this cause.

6 On March 11, 2015 I caused the Notice of Mortgage Payment Change by placing a true copy  
7 thereof in an envelope with postage thereon fully prepaid in the United States Mail at San Diego,  
8 California and/or via electronic means pursuant to Local Bankruptcy Rule 5005-2 as follows:

9 Justin O. Burton  
10 Rulon T. Burton & Assoc.  
6000 South Fashion Blvd.  
Murray, UT 84107  
11 jeff@rulonburton.com

12 Hossein Rezaian  
13 Afagh Mohammadreza  
14 14029 So. Candy Pull Drive  
Draper, UT 84020

15 Kevin R. Anderson  
405 South Main Street  
16 Suite 600  
Salt Lake City, UT 84111  
17 kanderson@ch13kra.com

18 Shabram Rezaian  
4659 S State St  
19 Murray, UT 84107

20 Department of Justice  
District of Utah - Salt Lake City  
Ken Garff Bldg.  
21 405 South Main Street  
Ste 300  
22 Salt Lake City, UT 84111  
23 USTPRegion19.SK.ECF@usdoj.gov

24 I certify under penalty of perjury that the foregoing is true and correct.

25 Dated: March 11, 2015

26 /s/Amanda S. Koczwara  
AMANDA S. KOCZWARA